IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SHOW CAUSE NOTICE NO.730 OF 2007
IN
CONTEMPT PETITION LOD.NO.25 OF 2007
IN
NOTICE OF MOTION NO.2605 OF 2005
IN
SUIT NO.3168 OF 2001

Nitin Gordhanbhai Thakkar
and Ors. .. Petitioner

Versus

Shri Babulnath Navyuvak Ganesh-
otsav Samiti & Ors. .. Respondents
Contemnors.

Mr.Snehal Shah with Z.A.Jariwala i/b. Thakore Jariwala & Associates for petitioners
Mr.Kadu for respondent Nos. 1 & 4
Mr.Savagave for respondent Nos. 2 and 3

CORAM : S.C.DHARMADHIKARI, J.
DATE : 30th October 2007.

P.C.

. The main suit itself is placed before me along with show cause notice. The petitioners are represented by Mr.Shah whereas Mr.Kadu

appears for respondent Nos. 1 and 4 and Mr.Savagave appears for respondent Nos. 2 and 3. Mr.Savagave undertakes to file vakalatnama on behalf of respondent/original defendant Nos. 2 and 3 in the suit within one week from today.

2. Parties have stated before me that the main suit itself can be disposed of in terms of the consent terms. The consent terms record the agreement and understanding between parties with regard to celebration of Ganesh Utsav/festival. Parties have agreed that hereafter, the first respondent shall not celebrate this festival within Babulnath temple premises or precincts. The written undertaking is filed in that behalf by respondents/defendants before me. The Hon.Secretary of the first respondent who is also defendant No.4 to the suit and duly authorised by first respondent/defendant has undertaken that the first defendant shall not celebrate said festival within the temple premises or its

precincts hereafter. Similarly, the defendant Nos. 2 and 3/respondent Nos. 2 and 3 have filed an affidavit and have pointed out that celebration took place earlier on account of some misunderstanding and the breach of the order passed by the Court was not intentional. They tender their unconditional apology. Further, they state that they are also bound by the terms which are tendered and the understanding arrived at therein.

3. Parties are present in Court and each one of them has understood the terms. They have been duly interpreted to them. The consequences are also explained. Undertaking of defendant Nos. 1 to 4 is accepted. Plaintiff No.1 is authorised to represent Temple Trust and he has signed the consent terms on their behalf.

4. The consent terms signed by the plaintiffs and defendants so also their Advocates

taken on record and marked "X" for identification. Order in terms of consent terms. Undertakings accepted. The amendments to be carried out as per the minutes. The minutes are also taken on record and marked "X-1" for identification.

5. Order in terms of the consent terms and the minutes. The suit is accordingly disposed of. In the light of the consent terms tendered by the parties and order made in terms thereof, Show Cause Notice No.730 of 2007 stands discharged, Contempt Petition Lod.No.25 of 2007 is accordingly disposed of and Notice of Motion No.2605 of 2005 stands disposed of. Interim orders, if any, to stand vacated. Refund as per rules. No costs.

(S.C.DHARMADHIKARI, J)